July 18. 1766.

Unto the Right Honourable the Lords of Council and Session,

THE PETITION OF

James Moir, Schoolmaster in Edinburgh,

Humbly sheweth,

THAT a process was lately brought, at the petitioner's instance, against Robert Moir, sometime writer in Edinburgh, his immediate elder brother, and against John Moir his younger brother, and certain others of their nearest of kin on the father and mother's side, concluding against the said two defenders, That they should be ordained to exhibit and produce the deed of settlement executed by their deceased father; and that Robert Moir should be ordained to make up his titles under the settlement; and further to exhibit and produce all bonds, bills, or other securities made and granted by the said Robert Moir, to the said John Moir, all to be reduced, as having been elicited from the said Robert Moir, without any value, and when in a weak state of mind; and that the said Robert Moir should be *judicially interdicted.*

The petitioner, who has a wife and children, thought it an indispensable duty to his own family, as well as to his brother Robert, to bring this action, after having unsuccessfully tried

 every

every other method of getting his unfortunate brother put under proper management. But the fact is, that Robert has fallen entirely into the hands of John, the youngeſt brother, whoſe intention manifeſtly is to procure ſettlements from him in his own favour, to the prejudice of the petitioner's family, the natural heirs; and who is daily eliciting bonds and other deeds from him, by which, there is reaſon to believe, the poor man himſelf will, in a ſhort time, be brought to poverty and ruin.

The cauſe having come before the Lord Auchinleck Ordinary, compearance was made for Robert and his brother John; and the Lord Ordinary, by interlocutor of this date, Feb. 4. 1766. "ordained the purſuer to give in a condeſcendence of the "facts and circumſtances from which he would infer the con-"cluſion of having Robert Moir, the defender, judicially in-"terdicted."

A condeſcendence was accordingly given in, importing in ſubſtance, That the father of the parties had left a ſmall eſtate in Perthſhire, called *Lochfield*, which he ſettled on his eldeſt ſon Robert, whom failing, on his ſecond ſon, the petitioner, and his other heirs in the natural courſe of ſucceſſion; and as the ſaid Robert never was married, the petitioner would be entitled to ſucceed him in this ſmall heritage, if the ſame was not ſquandered away during the life of Robert. That, about the 1751 or 1752, Robert fell into a diſorder of mind, which made it neceſſary for ſome time to confine him; from which, however, he afterwards reconvaleſced, ſo far as to be able to do ſome buſineſs as an extractor in Durie's office; but he ſoon after fell into ſuch an habitual courſe of drinking, as rendered him quite unfit for buſineſs of any kind, and ſunk him by degrees into a ſtate of abſolute weakneſs and incapacity, which ſtill remained with him, and which rendered him altogether incapable of directing his own affairs: That though, when in a ſound ſtate of mind, he had a bad opinion of his brother John, and had differed with him, yet, in the above unhappy circumſtances,

circumſtances, he had fallen entirely under John's manage-
ment, who, in the year 1760, procured a factory from him,
in virtue of which he uplifted his rents, and had the entire
diſpoſal of his affairs. That Robert, in ſhort, was altogether
incapable to attend to his affairs, or to guard againſt impo-
ſitions, being ſometimes quite outrageous and unmanageable,
at other times in a ſtate of mere dotage and ſillineſs.

Upon adviſing this condeſcendence with anſwers, the Lord
Ordinary, of this date, pronounced the following interlocu-
tor. "Finds the facts condeſcended upon are not ſuch as
"prove prodigality or laviſhneſs, which would make a pro-
"ceſs for a judicial interdiction proper; and therefore diſ-
"miſſes this proceſs, reſerving to the purſuer to have the de-
"fender's ſtate of mind cognoſced by a jury, upon a brieve of
"furioſity or idiotry, as accords." To which interlocutor
his Lordſhip, on adviſing a repreſentation for the purſuer, of
this date, adhered.

Feb. 22. 1766.

March 7. 1766.

The petitioner offered a ſecond repreſentation, in which he
ſubmitted to the Lord Ordinary, that though there might be
ground for a brieve of idiotry, yet, in a queſtion among bro-
thers, if the other method was equally competent, it was
much more eligible, and attended with leſs expence; for
which reaſon it was hoped his Lordſhip, on conſidering the
caſe, would not diſapprove of it, the more eſpecially as the
purſuer, in addition to his former condeſcendence, was now
in condition to ſhow, that Robert had in reality been practiſed
upon, and that bonds and other deeds had been elicited from
him, whereby his whole ſubſtance might be ſquandered, and
not only his heirs deprived of their right of ſucceſſion, but
himſelf reduced to poverty and diſtreſs: Particularly, that
there appeared on record two heritable bonds granted by him
to his brother John, one of *L.* 230, dated in the 1762, the
other of *L.* 310, dated in 1765; and therefore praying the
Lord Ordinary, 1*mo*, To appoint the defenders to produce their
father's deed of ſettlement, the bonds executed by Robert in

favour

favour of John, the accounts or other transactions between them; and ordain John Moir to condescend on the value given for the above-mentioned bonds. *Item*, To allow a proof to the pursuer of the defender's facility, and other facts tending to show that he is a weak, lavish man, unfit for the management of his affairs. And, *lastly*, upon such proof being brought, to lay the defender Robert Moir under judicial interdiction, and appoint a proper person to manage his affairs.

June 16. 1766. The Lord Ordinary, on advising this representation, "appointed it to be seen and answered, and the answers to set forth, what was the onerous cause of the bonds granted by Robert Moir to John Moir, and that within ten days."

Along with the answers to this representation, the defenders produced a disposition of the lands of Lochfield, by James the father to Robert his eldest son, from which it appeared, that the lands were made over to him during his father's life, with the burden of an annuity to the mother, and provisions to the younger children; and under the condition of paying certain debts contracted by the father, conform to a signed list, also produced, amounting to *L.* 6032: 13: 4 Scots. It was also averred on the part of John, that he had taken no bonds from his brother, but for full value, and that he was possessed of a fitted account of charge and discharge between them, which he was willing to show to the agent for the pursuer.

June 25. 1766. The Lord Ordinary, of this date, pronounced the following deliverance. "Allows the pursuer to see the answers and writs produced; and appoints John Moir to shew the account of charge and discharge, in consequence of which the bonds in question were granted, and to give him a copy of the same on the pursuer's expences, if the pursuer desire it, and this *quamprimum*; and supersedes advising till Tuesday first, betwixt and which time the pursuer will put in any paper he is advised."

A copy of the account of charge and discharge was accordingly produced, but not the heritable bonds, or vouchers of the

the account. And his Lordſhip, of this date, pronounced July 4. 1766
the following interlocutor. "Having again conſidered this
"repreſentation, with the anſwers and replies, adheres to the
"former interlocutor, and refuſes the deſire of the repreſen-
"tation; reſerving to the purſuer, in caſe the defender make
"ſettlements to his prejudice, to inſiſt for having them redu-
"ced, upon account of his not being of a diſpoſing mind, as
"accords, when the ſucceſſion has by law opened to him."

The petitioner humbly craves a review of this interlocutor. The defender John Moir has indeed exhibited an account of charge and diſcharge, relative to his management of his brother's affairs; but it is an account, which, with great ſubmiſſion, he apprehends will appear to your Lordſhips to be moſt unſatisfactory, and will prove the neceſſity of proſecuting the meaſure which the petitioner has been adviſed to take. All that he has in view, is a fair inquiry into his brother's preſent ſituation and ſtate of his affairs, in order that it may appear, whether he is under proper management or not. If things are rightly carried on, and no appearance of any impoſition on Robert, or of eliciting gratuitous deeds from him, the petitioner has nothing further to ſay. But if, on the other hand, it ſhall appear, in the *firſt* place, that Robert is in a ſtate of abſolute facility; and, *ſecondly*, that advantages are taken of him, and unfair deeds obtained, by which his eſtate may be evicted, and he himſelf reduced to beggary, as well as his heirs diſappointed; there cannot ſurely be a doubt, that this is a relevant ground of interdiction.

An interdiction is defined by Lord Stair, "to be a kind of B. 4. tit. 58.
"inhibition, whereby a *weak or laviſh* party obliges himſelf § 21.
"to do nothing in prejudice of his heritage, without conſent
"of ſuch perſons who are called *Interdictors*, and who there-
"upon procure letters to inhibit him to act contrary to that
"interdiction; ſo it hath the ſame effect as another inhibi-
"tion, if the party was truly *weak or laviſh*." And from Dict. vol. 1.
your Lordſhips deciſions it is plain, that, in order to obtain an P. 480. 481.

 interdiction,

interdiction, it is not neceſſary to qualify or prove, that the perſon to be interdicted, is already brought to ruin; having ſquandered away his whole means and eſtate. It is enough to ſay, that he is lavish or weak, ſo that he is in danger of being impoſed on, or of throwing away his ſubſtance improperly: and indeed the remedy would be of little uſe, if the whole miſchief were already done.

These obſervations being premiſed, your Lordſhips will be pleaſed to take a look of the account of charge and diſcharge, hereto annexed; which contains two dockets bearing the ſame date, though they relate to tranſactions or clearances at the diſtance of three years from each other. The reaſon of this ſhall hereafter be explained: but in the mean time it will be obſerved from the contents of the firſt docket, that the defender John Moir took an heritable bond from his brother Robert, upon the 9th January 1762, for the ſum of *L.* 230 Sterling; and in order to account for the value or onerous cauſe of this bond, he at the diſtance of three years, *viz.* on the 2d April 1765, makes up the account prefixed to the ſaid docket, conſiſting of ſundry articles of debts alleged to be due by Robert to him, amounting in whole to the ſum for which the bond is granted.

But upon examining the articles in this firſt account, the whole of them ſeem to require explanation. The firſt article is a bill of *L.* 25, 12 *s.* 6 *d.* originally due to David Gourlay, and indorſed by him to John; and the ſecond, third, and fourth articles are of the ſame nature, being bills originally due to other perſons, and afterwards indorſed to John. The moſt of theſe bills muſt, from the dates of them, have been indorſed after John had aſſumed the management of his brother's affairs, and was in poſſeſſion of his rents; ſo that the preſumption in law is, that they were paid out of Robert's own money, unleſs the contrary be inſtructed.

The next article can far leſs be taken on John's word, without ſome further explanation or voucher. It is a bill accept-

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ed by Robert to John, of date December 10. 1761, for no leſs than *L.* 142 *Sterling*. This is a very large ſum; and as the bill appears to have been taken by John from his brother at a time when he was acting as his factor or manager, the petitioner does, with ſubmiſſion, apprehend, that it is but reaſonable, that John ſhould give ſome account of the value given for this bill. The ſame thing is to be ſaid of the ſubſequent article, being another bill of *L.* 3, 3 *s.* 8 *d.* dated only a few days after the former. The petitioner demands only that John ſhould produce the vouchers which he has, or ought to have, for ſupporting theſe articles, and for ſhowing that the heritable bond of *L.* 230 was not elicited without value from a weak and facile man under his care.

And what renders this the more proper, is, the ſuſpicious way in which the account has been made up: for it is plain, from the date of the docket, that there was no account or clearance at the time of taking the heritable bond, nor for three years after, till upon the 2d April 1765, when the account of charge and diſcharge now produced was manufactured; and the reaſon why this meaſure was at laſt thought of, was, that in a proceſs depending between the parties before the Lord Gardenſton Ordinary, a condeſcendence was given in by the petitioner in March 1765, of the ſame tenor with that which has ſince been exhibited in the preſent action, with a view of procuring a judicial interdiction of Robert, but which was not afterwards inſiſted in, becauſe it was thought more adviſeable to bring the preſent proceſs againſt him and his neareſt of kin, expreſsly for that purpoſe.

The ſecond part of the account contains a variety of articles of charge and diſcharge. John credits himſelf with payments made for Robert's board, his ſeat in the church, his mother's annuity, &c. but no vouchers are produced.

In the other ſide of the account, he debits himſelf with the caſh received out of Robert's eſtate, for part of crop 1760, and for crops 1761, 1762, 1763, and part of 1764; including

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ding at least four crops, and the whole amount of those four years rents he makes only *L.* 113, or *L.* 28, 5 *s.* yearly, though, upon inquiry, it will appear, that the rent is about *L.* 70 yearly; so that there is above one half of his brother's rents for these years not accounted for. It is somewhat singular too, that when he took the heritable bond, of date 9th January 1762, he gave no credit for the articles of rent received for crop 1760 and 1761, which certainly were in his hands at that time.

A balance is drawn out in John's favour, upon this second account, which being added to the debt formerly supposed due, and interest, *&c.* raises the total amount to *L.* 310 *Sterling*; for which John takes a new heritable bond of corroboration from Robert, of date 2d April 1765. The docket is wrote with Robert Moir's hand, and witnessed by two gentlemen of business, in order to give the transaction a sort of favourable appearance; but it is submitted to your Lordships, whether enough does not appear from the whole complexion of the affair to render a further expiscation highly proper, more especially as it appears altogether unaccountable that Robert should have contracted so much debt since he fell into the hands of his brother, as his estate is at least *L.* 70 *per annum*, out of which he pays only *L.* 20 a-year to his mother, and he is himself boarded for *L.* 18 a-year, so that there remains above *L.* 30 a-year for his cloaths and pocket-money. It is true there is a debt upon him of *L.* 222, 4 *s.* 5 *d.* to his younger brother and sisters; but this does not at present bear interest, nor is it payable till the next term after his mother's death.

It was also insinuated, that as, from the father's disposition, and list of debts relative thereto, it appeared, that Robert had taken the burden of debts, to the extent of *L.* 6052, 13 *s.* 4 *d.* Scots, all which were now cleared off; and as he was only now owing the above sum of *L.* 310 to his brother, and another debt, acknowledged before the Lord Ordinary,

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of Lurg, is followed of consequence, that Robert's circumstances had rather been improved under the management of John. But this observation, so far from aiding the defenders, serves as an additional proof of the unfair advantage which is endeavoured to be taken of this unhappy man's situation. The whole of these debts were paid and discharged out of Robert's money, long before John had the management of him. Before obtaining the disposition from his father, which was in the 1734, Robert had been a writer in tolerable practice, by which he had made some money, and was in the way of making more. This was the very reason of disponing the lands to him, with the burden of the debts, which he proposed immediately to clear off. By the docket subjoined to the list of debts, of the same date with the disposition, he obliges himself to relieve his father of these debts: and having accordingly paid them off by degrees, and at different times, out of the money which he saved in the course of business, your Lordships will be informed, that there is another docket of a posterior date subjoined to the list, in these words: "I James Moir of Lochfield, do hereby acknowledge and declare, That Robert Moir writer in Edinburgh, my eldest son, has satisfied and paid my debts contained in the before written list, according to the obligation therein mentioned. In witness whereof, I have written and subscribed these presents at Ailsa, the fifth day of June 1750 years. Signed, JA. MOIR." It seems clear therefore, that the whole of the debts which Robert now owes have been contracted since he fell into John's hands; and these contractions have not the better aspect, that John himself is the creditor in them.

Another thing to be remarked in the account of charge and discharge, is, That not a word is said of any rents received since August 1764. It would be proper to explain what has become of the rents since that time. John is pleased to say, That he gave up the factory, and has now no con-

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cern with his brother's affairs. But this is a mere pretence. Why does he not condescend who the present factor is? It is believed, upon inquiry, the fact will turn out to be, that, about the time of giving in the condescendence above mentioned, John perceiving that he would be called to account, transferred the factory, in appearance, from himself to one James Moir in Down, an intimate friend of his own, who acts for him, and is subject to his direction; but he himself is the real factor, though James is the nominal one.

The petitioner is sorry to say, that these transactions, when considered, will appear not much to the credit of John, who has plainly taken bills and bonds from his brother for considerable sums, without any apparent value: and it can be proved, that, within these three or four years, John took measures for getting a disposition from his brother of his whole heritage; but having employed a gentleman of character to extend the writing, the gentleman very properly refused to have any hand in it till certain friends were consulted; and the scheme was for that time frustrated.

It is submitted, therefore, if, from the materials already in process, there is not sufficient ground for a judicial interdiction. The petitioner is uncertain if a verdict cognoscing his brother would easily be obtained, as he has still the appearance of some degree of reason, though he is precisely in the state described by Lord Stair and other lawyers in treating of this subject. He is a weak, facile man, liable to be imposed on, totally incapable of judging for himself; and, from the facts above stated, it appears, that he has already subjected himself to the payment of considerable sums, for which it is impossible that any adequate value could have been given. By the Roman law little distinction was made between a prodigal and an idiot or furious person. Curators were given to both in the same manner and by the same forms. By our own law it appears, from the very style of a brieve of furiosity, that prodigals, as well as insane or furious persons, may be cog-

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noſced by an inqueſt. At the ſame time, the law has provided another and more gentle remedy in ſuch caſes, which is a judicial interdiction at the inſtance of the neareſt of kin, who are made parties to the proceſs. And it does not appear, either from the deciſions of your Lordſhips, or from the authority of lawyers, that this remedy is confined to what may be, ſtrictly ſpeaking, denominated prodigality, ariſing from intemperance or vice, without any mixture of fatuity: It is enough if the party be weak, laviſh, and ſubject to be impoſed on, whether proceeding from incapacity of mind, or any other cauſe. In the preſent caſe the petitioner does aver and ſay, That, partly from diſorder of mind, and partly from intemperance, his brother Robert has been reduced to ſuch a ſtate, that he is incapable of managing his affairs; that he is a very weak facile man, liable to impoſition: and, from the facts above ſtated, there is too much reaſon to conclude, that he has actually been impoſed on, and has ſquandered away a conſiderable part of his ſubſtance.

The petitioner does at leaſt apprehend, that he has a juſt and natural title to be at the bottom of theſe tranſactions, and that he is called on, by the duty he owes both to his brother and to his own family, to do what lies in his power to have this unfortunate man put under proper management.

May it therefore pleaſe your Lordſhips, to alter the Lord Ordinary's interlocutors; and either, 1mo, *Upon the materials already before you, to lay the defender Robert Moir under judicial interdiction; Or,* 2do, *to allow a further proof to the petitioner of Robert's facility, and of the other facts above ſtated, tending to ſhow that he is a weak, laviſh man, and a proper object of interdiction; and at the ſame time, to ordain both the defenders to produce the two heritable bonds, the retired vouchers, and diſcharges of the father's debts, the vouchers, if they any have, of the account of charge and diſcharge; and particularly, to condeſcend on the value given for the two bills*

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NOTE

*To Robert Moir's accepted bill to Thomas Bowaf, dated at Edinburgh, 22d August 1761, payable at Martinmas 1762, being 14 months after date, and indorsed by him to John Moir, for £ 5 Sterling, accepted by Robert Moir, and indorsed by John Moir, dated 1st May 1762, payable at Whitsunday 1763, being two years

NOTE of the debt due by Robert Moir, writer in Edinburgh, to John Moir merchant there, preceding the 1st day of January 1762.

To Robert Moir's accepted bill to David Gourlay of Kinlatroch, dated 1st Auguſt 1752, payable at Candlemas thereafter, indorſed by him to John Moir. - -	L. 25 12 6		
To intereſt thereof from Candlemas 1753 to 22d May 1754, being 1 year 109 days	13 0		
Paid ſaid 22d May 1754, as marked on the bill	5		
	20 12 6		
To intereſt of this balance from 22d May, to 26th October 1754, being 175 days	0 8 6		
Paid ſaid 26th October 1754, as marked on the bill - -	8		
	12 12 6		
To intereſt of this balance from 26th October 1754 to 1ſt January 1762, being 7 years 66 days - - -	4 10 0		
Total intereſt	6 11 6		
Principal and intereſt 1 January 1762			19 4 0
To Robert Moir's other accepted bill to ſaid David Gourlay, dated 22d February 1760, payable one day after date, and indorſed to ſaid John Moir		5 0 0	
To intereſt thereof from 23d February 1760 to 1ſt January 1762, being two 2 years, after deduction of 53 days - - - -		0 9 2	
Principal and intereſt 1ſt January 1762			5 9 2
To Robert Moir's accepted bill to Thomas Boſwal, writer in Edinburgh, dated 2d May 1759, payable eight days after date, and indorſed by him to ſaid John Moir		49 00 0	
To intereſt thereof from 11th May 1759 to 1ſt January 1762, being two years 234 days - -		6 9 0	
			55 9 0
To Robert Moir's accepted bill to Thomas Boſwal, writer in Edinburgh, dated 4th Auguſt 1761, payable at Martinmas thereafter, and indorſed by him to ſaid John Moir - - - -		3 12 0	
To intereſt thereof from Martinmas or 11th November 1761 to 1ſt January 1762, being 51 days		00 00 5	
Principal and intereſt 1 January 1762			3 12 5
To Robert Moir's accepted bill to ſaid John Moir, dated 10th December 1761, payable one day after date		142 00 0	
To intereſt thereof from 12th December 1761 to 1ſt January 1762, being 19 days		00 07 0	
Principal and intereſt 1 January 1762			142 7 0
Carried forward			226 1 7

	Brought forward		226	1 2
	To Robert Moir's other accepted bill to said John Moir, dated 15th December 1761, payable one day thereafter		3	3 8
	Total amount of debts principal and intereſt 1ſt January 1762		229	5 3
	To caſh paid by John Moir to Rob. Moir to make the ſum even money		00	14 9
			230	00 0

Edinburgh, the 2d of April 1765. The above is a note or calcul of the debts, principal and intereſt, due by the ſaid Robert Moir to his brother John, preceding the firſt day of January one thouſand ſeven hundred and ſixty-two years; and for which the ſaid Robert Moir granted an heritable bond to the ſaid John Moir, of date the ninth day of the ſaid month of January. And though the moſt of the grounds of debt are diſcharged on the back, ſo as they might not militate againſt the ſaid Robert Moir; yet they remain in the hands of the ſaid John Moir, to inſtruct the onerosity of the ſaid heritable bond, which is mutually acknowledged by us.

(Signed) ROBERT MOIR.
JOHN MOIR.

An Account betwixt the ſaid Robert and John Moirs, ſince ſettling the preceding.

1762.			L.	
Jan.	To caſh given you		1	5 0
	To paid Mrs Macgregor, *per* order and receipt		1	00 0
Feb.	To ditto given you		6	9 6
March	To ditto paid James Moir, writer in Down, for infeftment, *per* receipt.		1	6 6
	To ditto paid John Foulis		1	00 0
	To ditto given you		0	4 6
April	To ditto		1	9 0
May	To ditto paid Mrs Addiſon		3	00 0
	To ditto given you		0	7 0
June	To ditto		1	00 4
	To ditto paid Mackenzie		0	5 0
	To ditto paid Mrs Addiſon		1	00 0
July 1.	To ditto paid ditto		3	00 0
3.	To ditto paid ditto in full, *per* account diſcharged		3	5 10
20.	To ditto paid Mackenzie, *per* ditto		0	19 3
	To ditto given you		0	4 0
Aug.	To ditto		0	13 6
Sept.	To ditto		0	4 6
Oct.	To ditto		0	13 0
Nov. 1.	To ditto paid Mrs Saunders		1	00 0
9.	To ditto paid Mrs Addiſon		3	00 0
	To ditto paid John Moir, *per* aſſignation		5	10 3
27.	To ditto paid Mrs Macgregor for waſhing, *per* account diſcharged		0	17 6
	Carried forward		37	14 8

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1
1.
3 = 5. 10.
3.
3.
16 : 10 : 7

16 = 15 = 10
5 — —
2
3 = 3. 9.
26 : 18 : 7

From May. 1762 to July 1763

1762.	Brought forward	37	14	8
29.	To ditto paid for a pair of channell pumps	0	6	0
	To ditto given you	0	3	0
Dec. 4.	To ditto paid Bryson, barber, *per* account discharged	0	3	0
5.	To ditto paid Mrs Addison	3	00	0
1763.	To cash given you	0	6	6
Feb.	To ditto	0	10	8
15.	To ditto paid Mrs Addison	5	00	0
22.	To ditto paid Bryson, barber, *per* account discharged	0	3	0
March	To ditto given you	0	7	6
April	To ditto	1	4	6
May 9.	To ditto paid Mrs Addison	2	00	0
17.	To ditto paid seat-rent in the kirk, *per* receipt	0	3	4
	To ditto given you	0	14	6
June	To ditto paid Bryson, barber, *per* account discharged	0	3	8
27.	To three pocket-napkins	0	4	0
	To cash given you	1	00	6
July	To ditto	0	13	0
26.	To ditto paid Mrs Addison in full	3	2	9
29.	To ditto paid Hary Waddel's bill	3	1	0
Aug.	To ditto paid seat-rent in the kirk, *per* receipt	0	3	4
Sept.	To ditto given you	0	19	6
	To ditto	1	1	0
Oct.	To ditto	0	6	0
Dec.	To ditto	0	5	0
Jan. 1764.	To cash paid Mrs Macgregor for washing, *per* account discharged	0	19	6
	To ditto given you in November last	1	00	6
	To ditto	0	10	8
Feb.	To ditto	1	00	0
March	To ditto	0	10	0
April	To ditto paid seas-rent in kirk, *per* receipt	0	03	4
	To ditto given you	1	00	3
May	To ditto	1	00	3
June	To ditto	0	17	6
July	To ditto	1	00	0
Aug.	To ditto	1	10	0
Sept.	To ditto for a pair double channel pumps	0	6	0
	To cash given you	1	00	0
31.	To ditto paid seat-rent in the kirk, *per* receipt	0	3	4
Oct.	To ditto given you	1	00	0
Nov.	To ditto	1	00	0
Dec.	To ditto	2	09	0
28.	To ditto paid the barber, *per* account discharged	0	6	0
Jan.	To ditto given you	0	14	6
Feb.	To ditto	0	10	3
March	To ditto paid seat rent in the kirk, *per* receipt	0	03	4
	To ditto paid double channel pumps, *per* account discharged	0	07	6
	To cash given you	2	00	0
	Carried forward	82	8	2

1764.		Brought forward	L.	82	8	1½
March	21.	To account of cloaths, shirts, &c. furnished you, and account attested		19	8	2½
		To cash paid my mother her annuity due to her, at each of the terms of Whitsunday 1761, 1762, 1763, and 1764, being 4 years, L. 20 : 8 : 4 *Sterling* each year, *per* discharge		81	13	4
	25.	To cash given Robert Moir of this date		2	6	10
			L.	185	16	6½

RECEIVED by John Moir of the rents of Robert Moir's lands, in order to pay his mother's annuity, for Robert's subsistence, and other outgivings on his account, as in the debit.

Robert Moir Cr.

By cash from James Moir in Down, in part of crop 1760	L.	28	13	11	
By ditto from ditto, crop 1761		20	12	7½	
1763. By ditto from ditto		17	00	0	
July 22. By ditto from ditto		24	00	0	
Mar. 1, 64. By ditto from ditto		32	00	0	
Aug. 10. By ditto from yourself		22	00	0	
By balance due by Robert Moir to John Moir		41	10	0	
		185	16	6½	

The account on the above two and two preceding pages *(in the manuscript)* being this day settled and adjusted betwixt the said Robert and John Moirs, there is a balance of forty-one pounds ten shillings *Sterling*, due by the said Robert to the said John Moir; which balance, with the principal sum of two hundred and thirty pounds *Sterling*, contained in an heritable bond by the said Robert to the said John Moir, dated the ninth day of January one thousand seven hundred and sixty two and three years, four months and an half's interest due thereon, preceding the term of Whitsunday next, being thirty-eight pounds ten shillings *Sterling*, makes in all three hundred and ten pounds money foresaid; for which the said Robert Moir hath, of this date, granted an heritable bond of corroboration to the said John Moir; and therefore this account is mutually discharged; the vouchers of such of the articles in the debit, as are marked to be vouched, being allowed to remain in the hands of the said John Moir. In witness whereof, the said Robert and John Moirs have subscribed this docket (written by the said Robert Moir), at Edinburgh, the second day of April one thousand seven hundred and sixty-five years, before these witnesses, Charles Guthrie writer in Edinburgh, Charles Dall writer to the signet, and John Jolly his clerk.

(Signed) CHARLES GUTHRIE witness. (Signed) ROBERT MOIR.
CHARLES DALL witness. JOHN MOIR.
JOHN JOLLY witness